

HARRIS COUNTY REQUEST FOR PROPOSAL **COVER SHEET**

Job No. 20/0315

PROPOSAL FOR: Programs or Interventions to be Funded by the Harris County Early Childhood Impact Fund to Improve Early Childhood Health and Development Outcomes, Reduce Disparities, and Generate Evidence to Better Meet the Needs of Young Children and their Families for Harris County [Beginning on or after March 1, 2021 and ending twenty-four (24) to thirty-six (36) months thereafter, with potential for up to three (3) years of renewal, as described in the "Renewal Options" section of this RFP package

MONDAY, FEBRUARY 1, 2021 **DUE DATE:**

Due no later than 2:00 P.M. local time in Houston, Texas. Proposals received later

than the date and time above will not be considered.

Carefully read all instructions, requirements and specifications. Fill out all forms **OFFERORS NOTE:** properly and completely. Proposals may be submitted one of two ways:

- 1. Proposers may submit proposals online through Harris County BuySpeed Online, or
- 2. Proposers may submit hardcopy sealed proposals by hand-delivering or mailing to the address listed below.

PROPOSAL MUST SHOW THE RFP NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL".

RETURN PROPOSAL TO: If submitting electronically, proposals must be submitted online through Harris

County BuySpeed Online.

If submitting a hard copy, sealed proposals must be hand-delivered or mailed to:

HARRIS COUNTY PURCHASING AGENT

1001 PRESTON, SUITE 670 HOUSTON, TEXAS 77002

Buyer: Sandra Melancon @ 713-274-4428 or Sandra.melancon@pur.hctx.net

Total Amount of Proposal:	\$			
Company Name:				
Company Address:				
City, State, Zip Code:				
Taxpayer Identification Num	mber (T.I.N.):			-
Telephone:	Fax:	e-	-mail:	
Do you carry Health Insura	ance on your employees?	YesNo	If yes, what % of employees: _	%
Print Name				
Signature:				

Vendor must sign in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink. Revised 08/19

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This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

X 1.	Cover Sheet - Complete this page, sign IN INK and return it.		
X 2.	Table of Contents - This page lists the applicable components of this bid/proposal documentation.		
<u>X</u> 3.	General Requirements - It is offeror's responsibility to be thoroughly familiar with the General Requirements.		
<u>X</u> 4.	Special Requirements/Instructions - This section provides information needed in order to make an offer properly. Special requirements supersede General Requirements when applicable.		
<u>X</u> 5.	Specifications - This section contains a detailed description of the goods/services sought by the County.		
X 6.	Pricing/Delivery Information - This form is used to solicit exact pricing of goods/services, delivery, and other costs.		
<u>X</u> 7.	Attachments X a. Tax Form/Debt/Residence Certification - Complete this form and return it with your offer.		
	b. Bid Guaranty & Performance Bond Information & Requirements - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.		
	c. Bid Check Return Authorization Form - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.		
	d. Vehicle Delivery Instructions - Included only when purchasing vehicles.		
	<u>X</u> e. Minimum Insurance Requirements - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).		
	f. Worker's Compensation Insurance Coverage Rule 110.110 - This requirement is applicable for a building or construction contract.		
	X g. Financial Statement - When this information is required, you must use this form or submit acceptable financial documents.		
	h. Reference Sheet - When references are required, you must use this form.		
	i. HIPAA Requirements		
	X j. Subcontractor Listing Form		

GENERAL REQUIREMENTS FOR PROPOSALS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in proposal that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned proposal package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Trustees, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BONDS

If this RFP requires submission of proposal guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Proposals submitted without the required proposal bond or cashier's checks are not acceptable.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended, the Texas Pay Day Act, the Equal Pay Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended, or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, Dewight.dopslauf@pur.hctx.net

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

Contractor/Vendor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Contractor/Vendor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's/Vendor's signature on the Contract/Agreement constitutes written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the <u>original proposal</u>.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the* proposal *must be submitted in hard copy* according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiations by the Harris County Purchasing Department with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating proposals. **Pricing is NOT the only criteria for making a recommendation**. A preliminary evaluation by Harris County will be held and appropriate proposals will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Harris County will make an award. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets or confidential information contained in the proposals and identified as such.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This request for proposal is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment proposed should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

NAME BRANDS

Specifications <u>may</u> reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a proposal for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PROPOSAL FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete proposal form through BuySpeed (preferred method) or as a hard copy in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED PROPOSAL."** An authorized representative of the offeror should sign the Proposal Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

PROPOSAL RETURNS

Offerors must return all completed proposals online through BuySpeed (preferred method) or as a hard copy to the Harris County Purchasing Department reception desk at 1001 Preston, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. <u>Late proposals will not be accepted for any reason</u>.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. Where delivery times are critical, Harris County reserves the right to award accordingly.

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any proposal applying thereto.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the

highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this proposal package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 10/18

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

VENDOR INSTRUCTIONS

Responses to this Request for Proposal (RFP) shall be formatted and organized in the following order for consistency and easy screening:

- All proposals must be typed and single spaced.
- All documents must be labeled with the vendor's name and the job number.
- Each section of the vendor's response should start on a new page. A divider page marked with the section number should separate each section.
- Prepare a Table of Contents for the proposal being submitted and place it after the RFP cover sheet and before Section I. The Table of Contents must list Sections I-VI and the contents of each section.

Proposals may be submitted in hard copy, or electronically as detailed below.

A. HARD COPY PROPOSAL SUBMISSION

1. FOR HARD COPY SUBMISSIONS, Offerors may hand-deliver or mail their Proposals to:

HARRIS COUNTY PURCHASING AGENT 1001 PRESTON, SUITE 670 HOUSTON, TEXAS 77002

Buyer: Sandra Melancon, 713-274-4428, sandra.melancon@pur.hctx.net

- 2. Proposals must be sealed and must show the RFP Number, Description and be marked "SEALED PROPOSAL".
- 3. PROPOSALS must include:
 - ONE (1) original Proposal package, clearly marked "ORIGINAL"
 - FIVE (5) copies of the Proposal package, clearly marked "COPY"
 - Each copy must be marked "SEALED PROPOSAL" and submitted in separate three-ring, loose-leaf binders the following clearly marked on the front binder cover:
 - Identification of the Offeror;
 - The job or solicitation number as located on the RFP cover sheet; and
 - The RFP title.
 - All documents must be labeled with the Offeror's name and the RFP number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the RFP number will be at risk for rejection.
 - Proposal must indicate for which contract opportunities the Offeror is submitting.

- All Proposals must be typed, single spaced, and formatted to print on 8 ½" by 11" paper.
- Each section of the Offeror's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Offeror's should prepare a Table of Contents for the Proposal being submitted. The Table of Contents must list all sections and the contents of each section.

B. ONLINE PROPOSAL SUBMISSION

- 1. Offeror's choosing to submit Proposals in digital format may electronically submit proposals through Harris County BuySpeed Online (https://bids.hctx.net/bso/), which is a third-party online provider website and facilitates the proposal management process. Proposals submitted via e-mail will be rejected. Proposals must include:
 - ONE (1) complete Proposal as ONE (1) PDF document.
 - Proposals must indicate for which contract opportunities the Offeror is submitting.
 - 2. If Offeror elects to submit its proposal electronically, it is the responsibility solely of Offeror to see that its Proposal is properly submitted in proper form and prior to the stated closing time. THE ELECTRONIC BID/PROPOSAL MANAGEMENT SYSTEM WILL NOT ACCEPT LATE PROPOSALS. The County will only consider proposals that have transmitted successfully and for which proposer has received an email indicating that the Proposal was submitted successfully. Offeror's shall be solely responsible for informing themselves with respect to the proper utilization of the online bid/proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Offeror to successfully submit an electronic Proposal shall be at the Offeror's sole risk, and no relief will be given for late and/or improperly submitted Proposals.

Proposals must be submitted in the following order:

RFP Cover Sheet

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- Section I: Transmittal Letter, Residence Certification (Attachment a), Proof of Insurance (Attachment e), and signed Addenda (when applicable; see Addenda under General Requirements) The transmittal letter should include:
 - Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
 - Name, title, email, telephone and fax number of person authorized to contractually obligate vendor's company with proposal and any future negotiations; and
 - A brief statement summarizing the vendor's understanding of the project and relevant experience.

Section II: Scope of Service/Narrative of Proposed Services

- Describe your firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables in the Specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products/services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues Harris County should be aware of.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Harris County.

Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Section III: Pricing Information – See PRICING/DELIVERY INFORMATION page for instructions.

Section IV: Organizational Information/Qualifications

- Vendor's history, background and principal officers
- Company organization chart
- Description of project team organization; names and resumes of team members
- Audited Financial Statements or Attachment g
- Licenses/accreditations (if applicable)
- References (Attachment h)
- Subcontractor Listing Form (Attachment i)
- Copy of a completed Certificate of Interested Parties Form 1295

Section V: Legal Documents – Include any standard agreement(s) and/or contracts(s) associated with vendor's response.

Section VI: Miscellaneous – State exceptions to any of the requirements in this RFP, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP response may be included in this section.

Harris County will not be liable for any costs incurred by the vendor in preparing a response to this RFP. Vendors submit proposals at their own risk and expense. Harris County makes no guarantee that any products or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and accompanying documentation will become the property of Harris County. All proposals are open to negotiation.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of an agreement. When an award is made and an agreement is executed, proposals are subject to review under the "Public Information Act". To the extent permitted by law, vendors may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the vendor, Harris County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

PROPOSAL AND RESPONSE REQUIREMENTS

Proposals should describe a promising idea or existing program or intervention ("program/ intervention") aimed at improving prenatal, infant, or early childhood outcomes and reducing developmental disparities, with a focus on the prenatal stage up to three (3) years old and potential to generate new evidence about how to meet the needs of young children and their families in Harris County most effectively. Proposals should also specify and discuss the amount of Early Childhood Impact Fund funding requested to develop, implement, refine, and/or expand the proposed program/ intervention. See "Scope" below for more information. Vendor should include in its proposals a draft implementation plan for the proposed program or intervention, which should describe control measures (as applicable) and account for the more socially limiting context of COVID-19, as applicable. **Proposals should not exceed 12 pages (including implementation plan but excluding audited financial reports).**

Proposals must also include, at a minimum, the following mandatory components:

- Discuss how the proposed program/intervention addresses the goals and requirements outlined in this RFP. Consider breaking your proposed program or intervention down into digestible segments, using the following questions as guidance:
 - What is the problem your program/ intervention aims to solve?
 - o How does your program/ intervention aim to solve this problem and is there anything unique about your approach?
 - What have you observed, in your research or experience, that indicates the need to solve this problem is urgent or otherwise critically important?
 - o How do you hope, or imagine, your program/ intervention will influence children and their families in Harris County?
- Present a clear description of the problem the intervention seeks to address, the proposed solution, and any relevant data to support the magnitude of the problem.
- Explain the theory of change behind the proposed program/intervention, i.e., how it will work to improve outcomes for young children and (to the extent applicable) their families in Harris County.
 - Discuss the target outcomes and approach to achieving those outcomes over the course of the funding period, as well as potential longer-term outcomes and any evidence basis for same.
 - O Discuss the target population, i.e., age, race/ethnicity, income, and other relevant characteristics.
- Provide relevant data and other supporting information to demonstrate likely demand for the proposed program/intervention from the target population.
- Depending on stage of development, funds will be awarded to design, implement, refine, and/or scale-up programs. Indicate whether the program/intervention is an innovative pilot or already underway in Harris County or elsewhere.

- o For programs/ interventions that are already underway, discuss data collection methods, identify any evidence-based models on which the proposed program or intervention is based, provide evidence of impacts, and discuss how additional funding will be used to enhance or increase the scale of the existing approach.
- o For programs/ interventions that have not yet been tested, identify the evidence or scientific knowledge on which it is based, and discuss the basis for the pilot.
- Provide an estimated implementation timeline of between twenty-four (24) and thirty-six (36) months, including time needed to initiate, further develop, or increase the scale of the program or intervention during the funding period.
- Indicate and explain the funding amount requested from \$0 to \$10 million and provide a budget for annual project costs over the proposed timeline (not including evaluation costs).
- Indicate the number of families and children the program/intervention is expected to serve over the funding period based on the proposed funding amount, both on a dollars-per-individual basis and as a total number of individuals.
- Discuss experience with rigorous program evaluation and experience collaborating with a public entity and/or working with a third-party evaluator to measure the results of early childhood programs or interventions.

Vendors shall also describe their capacity to meet the proposal requirements, including by summarizing qualifications and experience implementing evidence-based early childhood programs/interventions with demonstrated outcomes for target populations.

Suggested Proposal Guidelines

While the page limits for each section provided below are recommended but not required, proposals should not exceed 12 pages, with exceptions indicated as having "no page limit."

- Capabilities and relative experience (1 page limit)
- Program description and evidentiary basis (2 page limit)
- Discussion of problem, proposed outcomes, target population, and theory of change (3 page limit)
- Implementation plan (4 page limit)
- Proposed budget (no page limit)
- Budget justification (2 page limit)
- Indirect cost waiver (no page limit)
- Disclosure of conflict of interest (no page limit)

EVALUATION PROCESS

All proposals will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration. However, Harris County reserves the right to accept such a proposal if it is determined to be in the best interest of Harris County.

While Harris County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and vendors are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

Harris County Purchasing may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors. Harris County Purchasing expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Harris County personnel during the RFP process without the express permission from the Office of the Harris County Purchasing Agent. Harris County Purchasing may disqualify any vendor who has made site visits, contacted Harris County personnel or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this RFP, from advertisement to award shall be sent to Harris County Purchasing. All presentations and/or meetings between Harris County and the vendor relating to this RFP shall be coordinated by Harris County Purchasing.

Selected vendors may be expected to make a presentation/product demonstration to an evaluation committee. Proposals, vendor presentations and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Harris County expects to conduct negotiations with vendor's representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Harris County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

EVALUATION CRITERIA

Harris County may choose to provide Early Childhood Impact Fund funding to one or more vendors, based on negotiations with Harris County, the specifications discussed in this RFP, and the following evaluation criteria, in order of relative importance:

Articulate key outcomes and a strong evidentiary basis or hypothesis demonstrating the proposed program(s) or intervention(s) can achieve identified outcomes. Demonstrate significant potential to improve early childhood and family outcomes; to eliminate or reduce racial, ethnic, and income disparities in early childhood health and development; to meet the developmental needs of young children from families that may have limited access to health care, public transportation, recreational facilities and infrastructure that encourages healthy lifestyles or healthy food options; and to generate new evidence about how to improve outcomes for infants, toddlers, and their families specifically in Harris County. C. Experience and Capacity20% Demonstrate the proposer's relevant experience implementing successful, evidence-based early childhood programs or interventions, and ability to develop creative solutions to implementation challenges. Applicants should specify the amount of Early Childhood Impact Fund funding they seek. The amount requested will only be an evaluation factor insofar as it relates to the relative cost-

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor's recognition that subjective judgments must be made by the Evaluation Committee.

effectiveness of the program/ intervention being proposed.

AWARD

Harris County anticipates awarding Early Childhood Impact Fund funding to one or more vendors. However, Harris County reserves the right to award to a single vendor if in the best interest of Harris County.

No award can be made until approved by Harris County Commissioners Court. This RFP does not obligate Harris County to the eventual purchase of any product/service described, implied or which may be proposed.

Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of an agreement.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response. A copy of the form must be returned with response.

LEGAL DOCUMENTS

Vendor should submit any agreement for products/services which may be required by the vendor's organization to enter into a contract with Harris County. The awarded vendor will be required to execute an agreement with Harris County which finalizes the terms and conditions set forth in vendor's proposal, best and final offer, and any negotiations between vendor and Harris County. The agreement is subject to review and amendment by the Harris County Attorney's Office.

INSURANCE

Prior to providing services at any Harris County facilities, awarded vendor(s) shall provide proof of insurance and maintain all minimum requirements (See Attachment e).

CONFLICT OF INTEREST

Vendor must also disclose an interest between vendor, vendor's employees and any Harris County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the Harris County employee:

- Owns ten percent (10%) or more of the voting stock or shares of vendor's business.
- Owns either ten percent (10%) or more or \$15,000 or more of the fair market value of vendor's business; or
- Receives funds from vendor's business that exceed ten percent (10%) of the Harris County employee's gross income from the previous year.

Vendor must fully disclose the existence of any relationships as defined above in its response to the RFP. Additionally, vendor must notify Harris County if the information provided in its response changes at any time.

PURCHASE ORDER

Services or goods must not be provided and invoices will not be paid without a purchase order signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments when applicable. Once a purchase order is issued, the using department will contact vendor directly to place order.

SPECIFICATIONS

Programs or Interventions to be Funded by the Harris County Early Childhood Impact Fund to Improve Early Childhood Health and Development Outcomes, Reduce Disparities, and Generate Evidence to Better Meet the Needs of Young Children and their Families for Harris County

SCOPE

Harris County is soliciting proposals from public, private, and nonprofit entities interested in receiving funding to pilot or expand high-impact, evidence-based programs or other interventions with the greatest potential to dramatically improve early childhood and family outcomes; eliminate racial, ethnic, and income disparities in early childhood health and development; and generate new evidence about how to meet the specific needs of infants, toddlers, and their families in Harris County for the period beginning on or after March 1, 2021 and ending twenty-four (24) to thirty-six (36) months thereafter, with potential for up to three (3) years of renewal, as described in the "Renewal Options" section below.

It is the responsibility of each vendor to examine the entire Request for Proposal (RFP), seek clarification in writing, and review their proposal for accuracy before submitting. Questions relating to this RFP must be submitted in writing and directed to **Sandra Melancon**, Office of the Harris County Purchasing Agent, via email to **sandra.melancon@pur.hctx.net**. The deadline for submission of questions relating to this RFP is **12:00 p.m. CST on Friday, January 8, 2021**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be available to all vendors. The County will not be bound by any information conveyed verbally.

PRE-PROPOSAL CONFERENCE/INFORMATION SESSION

A Pre-Proposal Conference/Information Session will be held on <u>Tuesday</u>, <u>November 17</u>, <u>2020</u>, at <u>2:00</u> **p.m.** CST. Attendance is not mandatory, but all vendors should attend in order to have a better understanding of the requirements of this RFP. Should you wish to attend, you must RSVP to Sandra Melancon at <u>sandra.melancon@pur.hctx.net</u> by November 13, 2020, no later than 12:00 p.m. CST. By RSVP request, you will be provided with the conference line number and access code to dial in to attend the meeting. Persons with disabilities requiring special accommodations should contact the Office of the Purchasing Agent at (713) 274-4400 at least two (2) days prior to the conference

M/WBEs

Harris County strives to engage with prime contractors and subcontractors that represent the diverse businesses of the County. We will ensure that historically underutilized minority- and woman-owned businesses (M/WBEs) receive a fair and equal opportunity to participate in the County's procurement process. The County expects Vendors to make a good faith effort and the Vendor agrees to reasonably assist the County to meet or exceed goals for awarding contracts associated with a project the County procures, operates, maintains, or constructs to M/WBEs.

RENEWAL OPTIONS

Harris County may consider up to three (3) years of renewal, renewable one (1) year at a time, based on the same terms, conditions and pricing as the original term. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time, as in its best interest, and is not automatically bound to renew.

INTRODUCTION

The Harris County Early Childhood Impact Fund ("Impact Fund") will aim to allocate up to \$10 million toward programs, services, and interventions ("early childhood initiatives") that have the potential to dramatically improve early childhood outcomes and provide critical support for young children and their families across Harris County. In doing so, Harris County will incentivize participation from service providers, social entrepreneurs, researchers, and best-in-class early childhood initiatives and make "seed investments" in opportunities that could lead to sustainable and scalable early childhood solutions in the medium to long term. Harris County will also engage a third-party evaluator to facilitate rigorous impact evaluation, design and implement data collection systems, and monitor and report on program performance.

Through this RFP, Harris County seeks to partner with public, private, and nonprofit organizations and service providers ("vendors") to pilot or further develop scalable, evidence-based early childhood initiatives with the greatest potential to dramatically improve prenatal, infant, early childhood and/or family outcomes in Harris County; eliminate racial, ethnic, and income disparities in early childhood health and development; and generate new evidence about how to meet the needs of infants, toddlers, and their families specifically in Harris County.

While Harris County aims to engage a wide variety of applicants and stakeholders, the Impact Fund will only invest in the most promising solutions and approaches. One or a small number of vendors will be selected to receive funding. Depending on the stage of development of each selected vendor's initiative, funds may be used to design, implement, refine, and/or scale-up early childhood initiatives. Depending on the types of projects proposed and number of applicants, the funding amount awarded to each selected project could vary significantly.

Vendors must be willing to coordinate with Harris County and third-party evaluators (chosen by Harris County through a concurrent RFP process) to structure the program or intervention so that it can be rigorously evaluated.

BACKGROUND

Early childhood development is a fundamental determinant of long-term and societal health and wellbeing. According to the Centers for Disease Control, "the cumulative and lifelong impact of early experiences, both positive and negative, on a child's development can be profound." So profound, in fact, that many disparities in overall health and well-being are actually rooted in early childhood. Nobel Prize winning economist James Heckman has found that quality early childhood development programs that integrate early health and nutrition prevent adult chronic disease such as hypertension, heart disease, diabetes and obesity. Early life factors (cognitive and social skills as well as family endowments) account for at least half of the adult disparities in poor health, depression, obesity, and wages. In addition, the early life factors

¹ Robinson L.R., Bitsko R.H., Thompson R.A., et al. CDC Grand Rounds: Addressing Health Disparities in Early Childhood. MMWR Morb Mortal Wkly Rep 2017;66:769–772. DOI: http://dx.doi.org/10.15585/mmwr.mm6629a1. Retrieved from https://www.cdc.gov/mmwr/volumes/66/wr/mm6629a1.htm

² Robinson L.R., Bitsko R.H., Thompson R.A., et al. CDC Grand Rounds: Addressing Health Disparities in Early Childhood. MMWR Morb Mortal Wkly Rep 2017;66:769–772. DOI: http://dx.doi.org/10.15585/mmwr.mm6629a1. Retrieved from https://www.cdc.gov/mmwr/volumes/66/wr/mm6629a1.htm

³ Heckman, J.J. (2017, February 8). Prevent Disease, Promote Health. Retrieved from https://heckmanequation.org/resource/prevent-disease-promote-health/

⁴ Gabriella Conti, C. and Heckman, J.J. Early Childhood Development: Creating Healthy Communities with Greater Efficiency and Effectiveness. Retrieved from https://www.whatworksforamerica.org/ideas/early-childhood-development-creating-healthy-communities-with-greater-efficiency-and-effectiveness/

promote education, which has independent effects on outcomes. Studies have found that, in particular, "[c]hildren in low-income families often are exposed to more adverse early childhood experiences and environmental factors that delay or compromise their development and place them at a disadvantage for healthy growth and school readiness." ⁵

Early childhood is a critical issue for families across Harris County—many of whom face high barriers to accessing high-quality programs and services for their young children. A report recently published by the City of Houston notes that "[c]hildren from low income families have 600 fewer words in their vocabulary at age 3 compared to children from middle- or upper-income households. These vocabulary word gaps affect literacy and reading scores and reading achievement." Based on the 2015 Census, 25% of Harris County children live in poverty, with 24.4% of children under the age of 5.7 Of all children born into poverty in Harris County from 2013 to 2018, 71% of their mothers were Hispanic, 18% Black, and 8% White. The Texas Rising Star quality rating system puts 90 percent of low-income children in Houston living in "quality deserts" before the pandemic, which has only served to exacerbate disparities. This data is particularly concerning given that only about half of low-income households in Houston own a car. 10

Equitable access to high-quality care early in life can help prevent future medical and developmental problems, reduce disparities, and provide the foundation for success in adulthood. Those looking to build healthier communities should incorporate early interventions as an important part of the strategy to catalyze greater returns . . . Quality early childhood development can close the income gap, reduce health disparities, and save taxpayers a bundle in lower health and social costs. It saves lives, and it saves money. Early childhood development has substantial health and economic payoffs. One cost-benefit analysis of a high-quality, one-year, voluntary preschool program that would be available to children in families with income up to three times the federal poverty level indicates a positive return of about \$2 for every dollar invested, with an even higher return for a program targeted at the lowest-income children."

⁵ Centers for Disease Control and Prevention. (2016, August 5). Early Childhood Education: Health Impact in 5 Years. Centers for Disease Control and Prevention. Retrieved from https://www.cdc.gov/policy/hst/hi5/earlychildhoodeducation/index.html

⁶ Houston Health Department. (2019). *Health Disparities and Health Inequity: Root Causes Creating Health Inequities*. Retrieved from http://houstontx.gov/health/chs/documents/Health-Disparities-Data-Report-I-2019-Root-Causes.pdf

⁷ First3Years. (2018). Beyond Babies: An Intimate Look at How Infants and Toddlers are Doing in Harris County and Opportunities to Improve Systems of Care. Retrieved from https://first3yearstx.org/wp-content/uploads/2018/05/BeyondBabiesReport 7November2018 NSF-2.pdf

⁸ First3Years. (2018). Beyond Babies: An Intimate Look at How Infants and Toddlers are Doing in Harris County and Opportunities to Improve Systems of Care. Retrieved from https://first3yearstx.org/wp-content/uploads/2018/05/BeyondBabiesReport 7November2018 NSF-2.pdf

⁹ The Economist. (2020, October 3). Measuring poverty in the midst of America's covid-19 epidemic. Retrieved from https://www.economist.com/united-states/2020/10/03/measuring-poverty-in-the-midst-of-americas-covid-19-epidemic

¹⁰ Houston Health Department. (2019). *Health Disparities and Health Inequity: Root Causes Creating Health Inequities*. Retrieved from http://houstontx.gov/health/chs/documents/Health-Disparities-Data-Report-I-2019-Root-Causes.pdf

¹¹ citing Isaacs, J. B., Kent, A., Macomber, J., and Vericker, T. (2010). Public Investment in Children's Early and Elementary Years. The Urban Institute and The Brookings Institution. Retrieved from https://www.brookings.edu/research/public-investment-in-childrens-early-and-elementary-years/

¹² Gabriella Conti, C. and Heckman, J.J. Early Childhood Development: Creating Healthy Communities with Greater Efficiency and Effectiveness. Retrieved from https://www.whatworksforamerica.org/ideas/early-childhood-development-creating-healthy-communities-with-greater-efficiency-and-effectiveness/

¹³ Karoly, L.A., (2017). Investing in the Early Years: The Costs and Benefits of Investing in Early Childhood in New Hampshire. RAND Corporation. Retrieved from https://www.nhcf.org/wp-content/uploads/2017/04/Investing-in-the-Early-Years.pdf

Research has also found the short- and long-term benefits of early childhood education include "some or all of the following major components:

- Increases in maternal employment and income,
- Reductions in crime, welfare dependency, and child abuse and neglect,
- Savings from reduced grade retention,
- Savings in health care costs,
- Savings in remedial education and childcare costs,
- Improvement in health outcomes associated with education,
- Earnings gains associated with high school graduation, better jobs and higher earnings throughout employment years for children participating in these programs."¹⁴

While research indicates that high-quality early childhood programs deliver among the highest returns on investment of any type of social program, ¹⁵ Harris County lacks current, high-quality evidence on what approaches are most viable and effective in the region. ¹⁶ The Impact Fund will thus maximize limited local government resources to increase the quality, comprehensiveness, and integration of early childhood programs and services available to children and their families and establish an evidence base of what works best for improving early childhood outcomes specifically in Harris County.

PROGRAM OVERVIEW

Harris County is launching its Early Childhood Impact Fund, which will allocate \$10 million to identify, evaluate, and/or scale the most effective approaches to dramatically improving prenatal, infant, and early childhood outcomes for residents. Individuals and organizations from the public, nonprofit, academic, and private sectors are encouraged to propose their best early childhood ideas, programs, and interventions and, where appropriate, to harness the collective power of their varied perspectives and experiences to collaborate on design and implementation.

In addition to financing implementation, the Impact Fund will engage a third-party evaluator to rigorously evaluate, troubleshoot challenges, and work with selected vendors to enhance the effectiveness of their early childhood initiatives over a two-to-three-year funding period. This evaluation component will generate new data on the most effective ways to address family needs and service gaps and ensure all children growing up in Harris County can achieve their full potential.

¹⁴ Centers for Disease Control and Prevention. (2016, August 5). *Early Childhood Education*| *Health Impact in 5 Years*. Centers for Disease Control and Prevention. https://www.cdc.gov/policy/hst/hi5/earlychildhoodeducation/index.html. See also Hahn RA, Barnett WS, Knopf JA, et al. Early Childhood Education to Promote Health Equity: A Community Guide Systematic Review. Journal of public health management and practice 2016;22(5):E1-E8; and Ramon I, Chattopadhyay SK, Barnett WS, Hahn RA. Early Childhood Education to Promote Health Equity: A Community Guide Economic Review. J Public Health Manag Pract. 2018;24(1):e8-e15.

¹⁵ https://heckmanequation.org/resource/research-summary-lifecycle-benefits-influential-early-childhood-program/

¹⁶ For more information regarding the definition of "rigorous evaluation" and 'evidence-based programs," please see Social Programs that Work. (n.d.) What Works in Social Policy? Retrieved from https://evidencebasedprograms.org/ and California Department of Education. (2019, July 10). Evidence-Based Interventions Under the ESSA - Every Student Succeeds Act. Retrieved from https://www.cde.ca.gov/re/es/evidence.asp.

Third-party evaluation will be carefully structured and coordinated with selected vendors to not only determine the overall effectiveness of the selected early childhood initiatives, but also which components of each initiative are beneficial for whom and why. For this reason, if one or more programs are selected for funding, the relevant vendors will be asked to implement the program in a way that can be rigorously evaluated. Evidence gathered from rigorous evaluation has the greatest chance of ensuring that positive findings from implementation translate into policy change and long-term sustained support for promising programs.

PROGRAM GOALS

The Evaluation Committee will choose one or a small number of intervention(s) that will receive funding from the Impact Fund to be piloted or brought to scale and rigorously evaluated. The aim of this effort is to generate evidence about what works to improve prenatal, infant, and early childhood outcomes in Harris County; such as by reducing health disparities at birth, promoting responsive and nurturing parent-child relationships, reducing adverse childhood experiences and maltreatment, and expanding access to high-quality childcare.

Harris County, together with selected vendor(s) and a third-party evaluator contracted through a concurrent RFP, will work to identify and evaluate promising early childhood initiatives and maximize limited government resources to:

- Invest in the most promising cost-effective, evidence-based solutions for improving early childhood outcomes in Harris County.
 - Identify new and existing high-impact, evidence-based solutions to improve key early childhood outcomes and address developmental disparities among children in Harris County.
 - Allocate funding to pilot or further develop the most promising, scalable programs and interventions with respect to the needs of families in Harris County and rigorously evaluate the impact of implementation on key early childhood outcomes.
- Build a stronger, more seamless network of early childhood service providers.
 - o Identify potential organizational partners and service providers, including those that are not selected to receive funding as part of the initial Impact Fund cohort.
 - Develop a suite of high-quality, culturally competent programs with demonstrated success in solving the most pressing health and developmental needs of young children from lowincome and underserved families and young children, including those growing up in families that have limited access to health care, public transportation, recreational facilities, and infrastructure that encourages healthy lifestyles or healthy food options.
 - Facilitate peer learning and coordination between service providers that receive funding and other local service providers to support a more robust network of resources and supports for children and their families in Harris County.

- Prioritize rigorous data collection and evaluation.
 - Engage a third-party evaluator to provide scientifically rigorous evaluation of the short- and long-term causal impacts of funded programs and initiatives using experimental, quasi-experimental methods, or other rigorous approaches for measuring the quality and impact of the initiative over time.¹⁷
 - o Promote more robust and reliable data collection among service providers on key early childhood performance and outcomes indicators.
 - o Understand program-level and countywide barriers and identify the most impactful solutions for achieving more equitable early childhood outcomes among target populations.
 - Establish an evidentiary foundation to inform more cost-effective and impactful policymaking and investments beyond the initial two-to-three-year funding period.
- Create pathways to long-term, scalable impact for further investment.
 - o Use evidence collected during implementation to support expansion and quality improvement through a larger, sustained funding stream.
 - Leverage evidence about programs' impacts and cost effectiveness to allow Harris County and other local leaders to focus and coordinate future efforts and investments in this area more effectively.
 - Elevate new and improved programs and interventions that effectively support and improve early childhood outcomes in Harris County, based on evidence, for additional public and private investments beyond the funding period.
 - o Develop the capacity of early childhood service providers in Harris County to deliver highquality services and use data to measure and improve performance.

Evidence gathered from implementation and evaluation, in turn, could inform and drive high-impact policymaking and investments that reduce racial, ethnic, and income disparities in childhood health and development and achieve greater prenatal, infant, and early childhood outcomes for more young children throughout Harris County.

SCOPE OF SERVICES

Harris County seeks public, private, and nonprofit entities interested in receiving funding to pilot or expand high-impact, evidence-based programs or other interventions with the greatest potential to dramatically improve early childhood and family outcomes; eliminate or reduce racial, ethnic, and income disparities in early childhood health and development; and generate new evidence about how to meet the specific needs of infants, toddlers, and their families in Harris County. ¹⁸

To achieve the greatest impact, Harris County will prioritize promising programs grounded in the science of early brain development and/or that address the unmet needs of young children and their parents from low-income and disadvantaged families. Such programs or other interventions must focus on serving children prenatal to age three.

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¹⁷ For more information regarding the definition of "rigorous evaluation" and 'evidence-based programs," please see Social Programs that Work. (n.d.) What Works in Social Policy? Retrieved from https://evidencebasedprograms.org/ and California Department of Education. (2019, July 10). Evidence-Based Interventions Under the ESSA - Every Student Succeeds Act. Retrieved from https://www.cde.ca.gov/re/es/evidence.asp.

¹⁸ Center on the Developing Child. (2007). The Science of Early Childhood Development (InBrief). Retrieved from https://developingchild.harvard.edu/resources/inbrief-science-of-ecd/

- The Impact Fund is intended to both identify the broad array of efforts already underway and invite pioneering ideas and interventions from across the state and country that have strong potential to be effective in Harris County.
 - One or more applicants will be selected to receive funding for the implementation and rigorous evaluation of their proposed solution. Depending on the types of projects proposed and number of applicants, the funding amount awarded to each selected project could vary significantly. Therefore, applicants should specify the funding amount requested from \$0 to \$10 million. Note, however, that the amount requested by vendors will only be an evaluation criterion insofar as it relates to the cost-effectiveness of the initiative being proposed for funding and implementation.
 - Programs that have been in existence for years seeking expansion resources and nascent ideas will be given equal consideration. New programs can be piloted to foster innovation and inform ideas ripe for investment.
 - Practitioners, entrepreneurs, policymakers and researchers are encouraged to propose their most innovative ideas and to harness the collective power of their varied perspectives and experience to collaborate on design and implementation.
- Proposals focused on the prenatal to age three range and centered around equity and/or social
 determinants of health are of primary interest. Projects that explicitly consider racial/ ethnic
 inequities, gender disparities, and/or geographic inequalities or otherwise target populations with
 limited access to healthcare, public transportation, recreational facilities, and infrastructure that
 encourages healthy lifestyles or healthy food options will also be considered with particular interest.

Collaborative and/or system-building proposals and partnerships submitted by coalitions or multiple entities are welcome. Early childhood initiative topics of interest include but are not limited to: ¹⁹ ²⁰

- Nurturing and responsive parent-child relationships
- o Nurturing and responsive childcare in safe settings
- Reduction in adverse childhood experiences
- o Attachment, executive functioning, and language development
- Access to needed services
- o Parents' ability to both work and provide quality childcare
- Sufficient household resources and at-home supports for caregiving
- o Healthy and equitable maternal and birth outcomes
- o Optimal childhood health and development
- o Parental health and emotional wellbeing
- Other early childhood education initiatives that promote literacy, numeracy, cognitive development, and motor skills

¹⁹ The National Collaborative for Infants and Toddlers. Measure Impact. Retrieved from https://www.thencit.org/measure-impact

²⁰ Prenatal-to-3 Policy Impact Center. Prenatal-to-3 Policy Clearinghouse. Retrieved from https://pn3policy.org/pn-3-state-policy-clearinghouse

- Funded early childhood initiatives must be able to strengthen Harris County's knowledge about which early childhood services and supports will have the greatest impact on children and their families. Selected vendors must be committed to participating in rigorous independent evaluation of their program or intervention by a third-party evaluator. Evaluation will use experimental, quasi-experimental, or other rigorous approaches for measuring the quality and impact of the initiative over time. It is possible that, in some cases, evaluation of a selected initiative will extend beyond the two-to-three-year funding period. For example, a program that serves expecting mothers may benefit from evaluation of childhood outcomes up to the age of three.
- Funding awarded to vendors is intended to support efforts to design, implement, refine, scale, and evaluate new and existing initiatives, depending on their stage of development. Selected vendors will receive funding to pilot, refine, or scale their program or intervention over an initial two-to-three-year funding period. Once selected, Harris County and the third-party evaluator coordinate with the vendors to develop an evaluation plan that is tailored to evaluate the impacts of the program or intervention.
- Vendors will be encouraged to collaborate and leverage feedback from peer participants and experts in the early childhood field and are expected to engage and work collaboratively with various and diverse stakeholders for the purposes of implementing their funded initiative, ensuring their initiative is accessible to and reaches the target population(s), and facilitating evaluation. These stakeholders can include, but need not be limited to, the following:
 - Staff at community-based organizations
 - o Actual or intended program participants
 - Community members
 - Government agency partners
 - Other experts and advocates.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide pricing below and **include on a separate page a detailed and itemized cost breakdown** (budget). In addition, provide separate pricing for any proposed optional or value-added products and services that would support this project. Provide the costs associated with the annual renewal for subsequent and continued use of the services. Use additional pages if needed for any other information as required.

Harris County reserves the right to award as best serves the County's interest. **Pricing must be all inclusive. Harris** County will not allow for any other rates or charges not explicitly listed.

Item <u>No.</u>	Description	Unit of <u>Measure</u>	Total Price
1	Pilot or expand promising initiatives with the greatest potential to dramatically improve early childhood and family outcomes; eliminate disparities in early childhood health and development; and generate new evidence about how to best meet the needs of infants toddlers, and their families, specifically in Harris County	Lump Sum	\$

RENEWAL OPTIONS

Harris County may consider up to three (3) years of renewal, renewable one (1) year at a time, based on the same terms, conditions and pricing as the original term. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time, as in its best interest, and is not automatically bound to renew.

Job No.: 20/0315 Attachment a

TAX FORM/DEBT/RESIDENCE CERTIFICATION

(for Advertised Projects)

Taxpa	ayer Ide	tification Number (T.I.N.):
Comp	any Na	ne submitting Bid/Proposal:
Maili	ng Add	ess:
Are y	ou regi	ered to do business in the State of Texas?
		ndividual, list the names and addresses of any partnership of which you are a general partner or any (s) under which you operate your business
I.		rty: List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a. (Use a second sheet of paper if necessary.)
Harris	s Count	Tax Acct. No.* Property address or location**
** Fo wh	r real p ere the	roperty account identification number assigned by the Harris County Appraisal District. operty, specify the property address or legal description. For business personal property, specify the address roperty is located. For example, office equipment will normally be at your office, but inventory may be stored ouse or other location.
II.		s County Debt - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, tolls, court judgments, etc.)?
		es No If yes, attach a separate page explaining the debt.
III.	requ	ence Certification - Pursuant to Texas Government Code §2252.001 et seq., as amended, Harris County ts Residence Certification. §2252.001 et seq. of the Government Code provides some restrictions on the ing of governmental contracts; pertinent provisions of §2252.001 are stated below:
	(3)	"Nonresident bidder" refers to a person who is not a resident.
	(4)	"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
		I certify that is a Resident Bidder of Texas as defined in Government [Company Name] Code §2252.001.
		I certify that is a Nonresident Bidder as defined in Government Code [Company Name] §2252.001 and our principal place of business is [City and State]
		[Ony and State]

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide <u>primary</u> commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

A. Workers Compensation, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

Each Accident: \$1,000,000
 Disease–Each Employee: \$1,000,000
 Policy Limit: \$1,000,000

B. Commercial General Liability, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis*.

Each Occurrence: \$1,000,000
Personal and Advertising Injury: \$1,000,000
Products/Completed Operations: \$1,000,000
General Aggregate (per project): \$2,000,000

- **C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis*.
 - Combined Single Limit-Each Accident: \$1,000,000
- **D.** Umbrella/Excess Liability (Harris County shall be named Additional Insured on primary/non-contributory basis)

• Each Occurrence/Aggregate: \$1,000,000

E. Professional/Errors & Omissions Liability (if applicable)

• Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

FINANCIAL STATEMENT

Cond	ondition of vendor at close of business month,			, 2020.	
ASS	ETS				
1.	Cash on hand		\$		
	In Bank		\$		
	Elsewhere		\$		\$
2.	Accounts receivable from completed contracts (exclusive of claims not approved for payment)				
3.	Accounts receivable from other sources than above				
4.	Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)				
5.	Deposits for bids or	r other guarantees			
6.	Notes receivable	Past due Due 90 days Due Later	\$ \$ \$		
7.	Interest earned				
8.	Real Estate Business Property Other property	, Present value	\$ \$		
9.	Stocks and Bonds Listed on exchang Unlisted	ge			
10.	Equipment, machin Less Depreciation		\$ \$		
11.	Other Assets				
				TOTAL ASSET	`S \$

LIABILITIES AND NET WORTH

1.	Notes Payable To banks regula	ar \$	
	(For certified che	ck)	
	Equip. Obligation		
	Others		\$
2.	Accounts Payable Current	\$	
	Past Due		
3.	Real Estate Mortgages		
4.	Other Liabilities		
5.	Reserves		
6.	Capital Stock Paid up Common		
	Preferred		
7.	Surplus		
		TOTAL LIABILITIES	\$

SUBCONTRACTOR LISTING FORM

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the project. The County reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. Harris County must approve the actual subcontractors prior to their use (add additional pages if necessary):

Company Name:	Industry:
DUNS #:	
Approximate Contract Value \$	
Certified HUB / MWBE: ☐ Yes ☐ No	Certified Section 3: ☐ Yes ☐ No
Description of Work to be performed:	
Company Name:	Industry:
DUNS #:	
Approximate Contract Value \$	
Certified HUB / MWBE: ☐ Yes ☐ No	Certified Section 3: ☐ Yes ☐ No
Description of Work to be performed:	
Company Name:	Industry:
DUNS #:	
Approximate Contract Value \$	
Certified HUB / MWBE: ☐ Yes ☐ No	Certified Section 3:
Description of Work to be performed:	
under government contracts by checking state, lo any subcontractors if the work being performed	subcontractors used are properly licensed, insured, and authorized to work ocal, and federal debarment lists and shall obtain and submit licenses for d requires licensing in accordance with state or federal law. A final to contract award. If any of the required information changes throughout a revision to the County for approval.
☐ I will not be subcontracting any portion of resources.	the contract and will be fulfilling the entire contract with my own
Signature of Contractor:	
Print Name:	